

**RESOLUTION No. 25-18**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A SERVICE AGREEMENT EXTENSION WITH TSO MOBILE FOR THE INSTALLATION AND MONTHLY SERVICES OF SAFETY AND SECURITY DEVICES ON THE DORAL TROLLEY SYSTEM, FOR AN INITIAL SIX (6) MONTH PERIOD WITH AN ADDITIONAL ONE-TIME OPTIONAL SIX (6) MONTH EXTENSION IN AN AMOUNT NOT TO EXCEED DEPARTMENTAL BUDGETED FUNDS; AUTHORIZING THE CITY MANAGER TO EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY WITH RESPECT TO THE AGREEMENT APPROVED HEREIN; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, pursuant to Resolution No. 10-46, the City of Doral ("City") entered into an agreement with Tracking Solutions Corp. ("TSO Mobile") for the installation and maintenance of safety and security devices on the Doral Transit System ("DTS"); and

**WHEREAS**, prior to the expiration of the aforementioned agreement, pursuant to Resolution No. 17-110, the City extended the agreement with TSO Mobile on a month-to-month basis under the same terms and conditions of the original agreement, while City Staff negotiated a new five (5) year agreement with TSO Mobile that will include competitive unit prices for equipment, installation, and maintenance fees; and

**WHEREAS**, pursuant to Resolution No. 19-21, the City entered into a new agreement with TSO Mobile for the same services, which provided for an initial two (2) year term, with the option to renew for three (3) additional one (1) year extensions (the "Agreement"); and

**WHEREAS**, during the contract period, TSO Mobile has provided exceptional service to the DTS; and

**WHEREAS**, specifically, as a result of TSO Mobile's geographic proximity to the City (i.e., their local presence), as well as the absence of a local competitor, TSO Mobile has remained the only viable vendor to ensure a quick response when the City's trolley technology hardware requires service; and

**WHEREAS**, the City's Agreement with TSO Mobile is set to expire on February 28, 2025; and

**WHEREAS**, PWD respectfully requests authorization for the City Manager to enter into a Service Agreement extension with TSO Mobile for the Installation and monthly services of Safety and Security Devices on the Doral Trolley System while maintaining the terms and conditions of the current contract, for an additional six (6) months with a one-time option extension of six (6) months, while the procurement process is completed, and the new contract is awarded; and

**WHEREAS**, funding to cover the cost for this expense is available in the Transportation Fund Account Num. 101.80005.500341, "Contractual Services".

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are confirmed, adopted, and incorporated herein and made part hereof by this reference.

**Section 2. Approval.** The Service Agreement extension between the City of Doral and TSO Mobile for the installation and monthly services of safety and security devices on the Doral Trolley System while maintaining the same terms, conditions, and pricing of the current contract for a six (6) month period with a one-time optional six (6)

month extension at an amount not to exceed the Departmental budgeted funds, is hereby approved.

**Section 3. Authorization.** The City Manager is hereby authorized to execute the First Amendment to the Agreement, attached hereto as Exhibit "A", and to expend budgeted funds on behalf of the City in an amount not to exceed \$236,000.00.

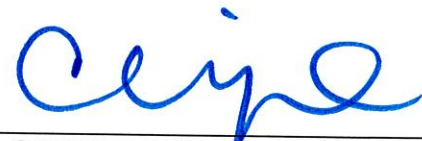
**Section 4. Implementation.** The City Manager and City Attorney are hereby authorized to take such action as may be necessary to implement the purpose and the provisions of this resolution.

**Section 5. Effective Date.** This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Pineyro who moved its adoption. The motion was seconded by Councilmember Reinoso and upon being put to a vote, the vote was as follows:

Mayor Christi Fraga	Yes
Vice Mayor Maureen Porras	Yes
Councilwoman Digna Cabral	Absent/Excused
Councilman Rafael Pineyro	Yes
Councilwoman Nicole Reinoso	Yes

PASSED AND ADOPTED this 15 day of January, 2025.



CHRISTI FRAGA, MAYOR

ATTEST:



CONNIE DIAZ, MMC  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



LORENZO COBIELLA  
GASTESI, LOPEZ, MESTRE & COBIELLA., PLLC  
CITY ATTORNEY

# EXHIBIT “A”

**SECOND AMENDMENT TO  
THE AGREEMENT  
BETWEEN THE CITY OF  
DORAL  
AND  
TRACKING SOLUTIONS CORPORATION**

This Second Amendment to the Agreement between the **CITY OF DORAL** ("City") and **TRACKING SOLUTIONS CORPORATION** ("TSO Mobile") executed this \_\_\_\_ day of January, 2025, is made a part of the original Agreement between the parties dated February 13, 2019 (the "Agreement" or "Contract"), between the City and TSO Mobile attached hereto as Exhibit "A". The City and TSO Mobile hereby agree as follows:

**RECITALS**

**WHEREAS**, the City and TSO Mobile entered into the Agreement for the installation and maintenance of safety and security devices on the City's transit system ("Services") for an initial term of two (2) years, with the option to renew for an additional three (3) one-year (1) renewal periods; and

**WHEREAS**, the renewal terms provided for in the Agreement have been exhausted and the Agreement is scheduled to expire February 28, 2025; and

**WHEREAS**, the City being satisfied with the Services provided by the TSO Mobile, wishes to extend the Agreement beyond the terms provided, therefore, the City and TSO Mobile now seek to amend the original agreement through this First Amendment to provide for an additional one (1) year renewal term.

**NOW THEREFORE**, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

1. **EFFECTIVE DATE.** The effective date of this Second Amendment shall be February 28, 2025.
2. **AMENDING TERM.** Section 3 of the Agreement, titled "TERM," is hereby deleted in its entirety, and substituted with the following language:
  3. **TERM.**
    - 3.1 The term of this Contract is for a period of two (2) years with the option by the City to renew for four (4) additional one (1) year terms.
    - 3.2 The parties may, by mutual written agreement, extend the Contract beyond the terms set forth in section 3.1.

Except as modified herein, all other terms and conditions of Section 3 of the original Agreement shall remain in full force and effect.

3. **EXTENSION OF TERM.** The parties hereby agree to extend the Agreement for one (1) year as of the Effective Date of this Second Amendment, pursuant to section 3.1 of the Agreement, as amended, thereby exercising the **fourth of the four (4) renewal terms**.

4. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement between the parties shall remain in full force and effect.

5. **CONFLICTING PROVISIONS.** The terms, statements, requirements, and provisions contained in this Second Amendment shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Exhibit "A".

**IN WITNESS WHEREOF**, the parties hereto have executed this Second Amendment in duplicate on the day and year last written below.

[SIGNATURE PAGE TO FOLLOW]

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**City of Doral**

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Attest:

**CITY OF DORAL**

\_\_\_\_\_  
Connie Diaz, City Clerk

By: \_\_\_\_\_  
Zeida Sardinas, City Manager

Date: \_\_\_\_\_

Approved As To Form and Legal Sufficiency for the Use  
And Reliance of the City of Doral Only:

\_\_\_\_\_  
Lorenzo, Cobiella  
Gastesi, Lopez, Mestre & Cobiella, PLLC  
City Attorney

**TSO MOBILE**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_



